

Honorable **Marsha J. Pechman**

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, CIVIL ACTION NO. CV-09-0147-MJP

Plaintiff,
v.

[PROPOSED] CONSENT DECREE

SENTRY CREDIT, INC.,

Defendant.

I. INTRODUCTION

1. This action originated when Cheryl Reith filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC" or "Commission"). Ms. Reith alleged that Sentry Credit, Inc. ("Sentry Credit" or "Defendant" or "the Company") discriminated against her based on her disability, in violation of Title I of the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991 ("ADA") when Defendant failed to hire her due to her disability.

2. On June 10, 2008, the EEOC issued a letter of determination with a finding of reasonable cause to believe that Sentry Credit violated the ADA on behalf of Ms. Reith. Thereafter, EEOC attempted to conciliate the charge and conciliation was unsuccessful.

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1 3. The Commission filed its Complaint on February 2, 2009, in the United States
2 District Court for the Western District of Washington at Seattle. The Complaint alleges that
3 Sentry Credit failed to hire Ms. Reith due to her disability in violation of the ADA.

4 4. The parties want to conclude fully and finally all claims arising out of the EEOC's
5 Complaint and Ms. Reith's charge of discrimination filed with EEOC. The EEOC and Sentry
6 Credit enter into this Consent Decree to further the objectives of equal employment opportunity
7 as set forth in the ADA.

8 II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT

9 5. This Consent Decree is not an adjudication or finding on the merits of this case
10 and shall not be construed as an admission by Sentry Credit of a violation of the ADA.

11 III. SETTLEMENT SCOPE

12 6. This Consent Decree is the final and complete resolution of all allegations of
13 unlawful employment practices contained in Ms. Reith's discrimination charge, in the EEOC's
14 administrative determination, and in the Complaint filed herein, including all claims by the
15 parties for attorney fees and costs.

16 IV. MONETARY RELIEF

17 7. In settlement of this lawsuit, Sentry Credit agrees to pay directly to Ms. Reith the
18 amount of \$55,000.00 less appropriate tax withholdings no later than December 31, 2009 or
19 within seven (7) days of the date of entry of this Consent Decree.

20 V. INJUNCTIVE AND OTHER RELIEF

21 A. General Provisions

22 8. Sentry Credit, its officers, agents, managers, assistant managers and other
23 supervisors and all human resource professionals who provide advice and assistance to the
24 foregoing individuals are enjoined from engaging in practices which unlawfully discriminate
25 against applicants and/or employees on the basis of disability or in retaliation for engaging in

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protected activity. In recognition of its obligations under the ADA, Sentry Credit shall institute the policies and practices set forth below.

B. Anti-Discrimination Policies and Procedures

9. Defendant shall carry out anti-discrimination policies, procedures and training for management personnel and supervisors.

10. Sentry Credit shall draft an equal employment opportunity (“EEO”) policy that prohibits discrimination against applicants and/or employees on the basis of disability with respect to any term, condition or privilege of employment, and addresses Sentry Credit’s obligation to provide a work environment free from discrimination and retaliation for its employees. Not later than sixty (60) days after entry of this Consent Decree, Sentry Credit shall distribute a written copy of its EEO policy to all its employees, both management and non-management.

C. Equal Employment Opportunity Training

11. Sentry Credit shall provide an annual, two-hour EEO training seminar to all of its managers and supervisors. This anti-discrimination training shall include, at a minimum, a discussion of federal law prohibiting employment discrimination and retaliation, including the ADA and a review of Sentry Credit’s EEO policies. The training shall be aimed at helping attendees understand how to define and identify employment discrimination, and provide information as to avenues of addressing suspected employment discrimination. Training materials must be submitted to the EEOC within 30 days ahead of the training session for review and approval prior to their use. The EEOC shall not, however, unreasonably withhold approval.

12. Not later than ninety (90) days after entry of this Consent Decree, Sentry Credit shall provide the EEO training noted in Paragraph 11 to all of its managers and supervisors, including those responsible for hiring and discharge decisions.

1 13. For the duration of this Consent Decree, Sentry Credit shall notify the EEOC of
2 the completion of the training seminars and shall specify the names and job titles of the managers
3 and supervisors who participated in and completed the training. This information shall be
4 provided as part of the annual report Sentry Credit submits to the EEOC.

5 D. Policies Designed to Promote Accountability

6 14. Sentry Credit agrees that it shall impose discipline, up to and including
7 termination of employment, upon any supervisor or manager who discriminates against any
8 applicant and/or employee on the basis of disability, or who retaliates against any person who
9 complains about or participates in any investigation or proceeding concerning any allegation of
10 discrimination. Sentry Credit shall communicate this policy to all of its managers and
11 supervisors.

12 15. At least annually, Sentry Credit agrees that it shall continue to advise all
13 managers and supervisors of their duty to ensure compliance with anti-discrimination laws and
14 the Company's EEO policy. The Company shall hold managers and supervisors accountable for
15 EEO enforcement and compliance.

16 E. Reporting

17 16. Sentry Credit shall agree to report to the EEOC for a period of three (3) years.
18 The reports shall be in writing and submitted on an annual basis during the three year reporting
19 period. The reporting period will run from the date of the entry of this Consent Decree by the
20 United States District Court for the Western District of Washington at Seattle.

21 17. These annual reports shall contain the following information and attachments:

22 a. Certification that Sentry Credit has:

- 23 1. Continued to maintain its written EEO policies and procedures and
24 annually distributed copies of its EEO policy to all current and newly
25 hired employees and as described in Paragraph 10;

2. Complied with the training provisions enumerated in this Consent Decree, as provided in Paragraphs 11-13;
3. Continued to promote policies and procedures to promote EEO accountability by managers and supervisors, as required by Paragraph 16-17.
4. Complied with all other provisions of this Consent Decree.

b. Copies of the following documents shall be included with each annual report submitted to the Seattle office of the EEOC:

1. A copy of the Company's EEO policy and procedures developed and implemented in accordance with the provisions of this Consent Decree;
2. A summary of internal formal or informal discrimination complaints on the basis of disability or retaliation, if any, filed by employees and the resolution of each such complaint;;
3. A sign-in sheet or list of the Sentry Credit names and job titles of the managers and supervisors who completed EEO training and the dates the training was conducted during the previous reporting period.

18. If applicable, Sentry Credit shall submit a statement with its report to the EEOC specifying the areas of noncompliance, the reason for the noncompliance, and the steps that shall be taken to bring Sentry Credit into compliance.

G. Posting

19. Sentry Credit shall post a Notice to All Employees. This Notice is attached as Exhibit 1 to this Consent Decree. The Notice shall be posted on a centrally located bulletin board at all Sentry Credit facilities for the duration of the Consent Decree.

VI. ENFORCEMENT

20. If the EEOC determines that Sentry Credit has not complied with the terms of this Consent Decree, the EEOC shall provide written notification of the alleged breach to Sentry Credit. The EEOC shall not petition the Court for enforcement of this Consent Decree for at least twenty (20) days after providing written notification of the alleged breach. The 20-day

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period following the written notice shall be used by the EEOC and Sentry Credit for good faith efforts to resolve the dispute.

VII. RETENTION OF JURISDICTION

21. The United States District Court for the Western District of Washington at Seattle shall retain jurisdiction over this matter for the duration of this Consent Decree.

VIII. DURATION AND TERMINATION

22. This Consent Decree shall be in effect for three (3) years from the date of entry of the Decree. If the EEOC petitions the Court for breach of this Consent Decree, and the Court finds Sentry Credit to be in violation of the terms of the Consent Decree, the Court may extend the duration of this Consent Decree.

Dated this 21st day of December, 2009.

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NOTICE TO EMPLOYEES

This notice has been posted pursuant to the settlement of a lawsuit: EEOC v. Sentry Credit, Inc.. In accordance with the Consent Decree, Sentry Credit will provide anti-discrimination training to all employees; provide Sentry Credit's EEO policy to all employees; implement policies to ensure supervisor and manager accountability with regard to anti-discrimination practices; and report to the EEOC all complaints of disability discrimination or retaliation it receives from its employees for the next four years.

Federal law prohibits an employer from discriminating against any individual based on the individual's disability with respect to hiring, promotion, demotion, terms and conditions of employment and/or termination. Federal law also prohibits an employer from allowing any employee to be harassed because of age. It is also unlawful for an employer to retaliate against any individual because he or she complains of discrimination or harassment, cooperates with the investigation of a discrimination or harassment charge by Sentry Credit or a government agency, participates as a witness or potential witness in any investigation or legal proceeding or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline, up to and including immediate discharge.

Should you have any complaints of discrimination or retaliation you should contact _____ at _____.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, Seattle Field Office at 909 1st Avenue, Suite 400, Seattle, WA 98104-1061, 206.220.6883, 1800.669.4000.

This notice shall remain prominently posted at all Sentry Credit facilities until _____. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.

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